

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000284140
Safariland LLC
13386 International Pkwy
Jacksonville FL 32218
United States

Contract ID 0000000000000000000023577		Page 1 of 5
Contract Dates 01/01/2013 to 07/31/2013		Origin CPS
Description: CPS - BODY ARMOR I		Contract Maximum \$399,999.99
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #: 904/741-1766

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		BODY ARMOR	EA	0.01000	0.00	0.00

CONTRACTOR:
SAFARILAND LLC
13386 INTERNATIONAL PKWY
JACKSONVILLE FL 32218

PER CURRENT PRICE LIST FOR STATE OF COLORADO PRICE AGREEMENT NUMBER 68008YYY15P/WSCA.

FOR CURRENT PRICE LIST, NAVIGATE TO THE WEBSITE LISTED BELOW:

<http://www.gssa.state.co.us/PriceAwd.nsf/b0b1c9ac1b0f27fd87256794006211b8/34b2823905377b4f872578c0005ca99d?OpenDocument>

OR NAVIGATE TO THE STATE OF COLORADO WEBSITE LISTED BELOW AND CLICK ON BODY ARMOR TAB.

<http://www.gssa.state.co.us/SPAgree>

CONTRACTOR'S DISTRIBUTOR FOR VERMONT:

RILEY'S SPORT SHOP
1575 HOOKSETT RD
HOOKSETT, NH 03106
CONTACT PERSON: JOHN ZOBEL
EMAIL: RILEYSLE@COMCAST.NET
PHONE: 603-485-8717
DISTRIBUTOR WEBSITE: [HTTP://WWW.RILEYSGUNS.COM/](http://WWW.RILEYSGUNS.COM/)

MEASUREMENTS AND FITTING

CONTRACTOR SHALL PROVIDE TRAINED PERSONNEL FOR THE PURPOSE OF TAKING MEASUREMENTS AND SATISFACTORY FITTING OF ARMOR TO USERS. WHILE IT IS NOT THE INTENT TO HAVE CONTRACTOR RESPOND TO LOCATIONS FOR THE PURPOSE OF FITTING ONLY ONE OR TWO USERS, CONTRACTOR MAY DO SO. THE INTENT OF HAVING THE CONTRACTOR RESPOND TO USER'S LOCATIONS IS GEARED MORE TOWARD ACADEMY-SIZED CLASSES, LARGE DEPARTMENT ORDERS, OR WHERE CONTRACTOR'S LOCAL DISTRIBUTOR CANNOT OTHERWISE ESTABLISHED TO REPRESENT THE CONTRACTOR.

ALL MEASUREMENTS MUST BE MADE ACCORDING TO CONTRACTOR'S STATED STANDARDS AND TAKE INTO ACCOUNT ALL CLEARANCES OF PANELS AND DUTY BELTS AS SUGGESTED IN THE NIJ SELECTION AND APPLICATION GUIDE TO BUYING BODY ARMOR (AS UPDATED). ARMOR SIZES ARE TO BE PER COMPLIANCE TESTING PROGRAM STANDARDS LISTED ON THE NIJ COMPLIANT PRODUCTS LIST. FEMALE MEASUREMENTS MUST ALSO TAKE INTO ACCOUNT BUST SIZE (NON-PLANAR MEASUREMENTS) FOR PROPER FIT. ORDERING AGENCY PERSONNEL SHALL INDICATE TO THE AGENTS MEASURING ARMOR FOR PERSONNEL (AND ON THEIR PURCHASE ORDER) ANY SPECIAL FITTING CONSIDERATIONS FOR STANDARD DUTY GEAR SPECIFIC TO THEIR DEPARTMENT/ PERSONNEL, REFERENCING PUBLISHED NIJ STANDARDS OR GUIDANCE. IN ADDITION TO THE ABOVE, ALL CONCEALABLE BODY ARMOR SOLD SHALL HAVE NO LESS THAN A TWO INCH (2") FRONT OVER BACK OVERLAP ON SIDE PANELS. ANY ISSUES RAISED REGARDING STANDARDIZED FITTING REQUIREMENTS WILL BE DISCUSSED WITH CONTRACTOR. UNDER NO CIRCUMSTANCE SHALL MEASUREMENTS RESULT IN VESTS THAT DO NOT PROPERLY FIT AND/OR PROVIDE ADEQUATE PROTECTIVE COVERAGE APPROPRIATE TO THE SIZE OF PERSON BEING FIT.

DURING FITTING AND MEASUREMENT VISTS, CONTRACTOR SHALL PROVIDE WRITTEN INFORMATION AND A SHORT BRIEFING TO ALL LAW ENFORCEMENT AGENCIES AND ACADEMY CLASSES REGARDING CONTRACTOR'S RECOMMENDED CARE AND MAINTENANCE OF BULLET AND RESISTANT ARMOR.

PROFESSIONAL FITTING:

BODY ARMOR IS TO BE PROFESSIONALLY FITTED TO EACH INDIVIDUAL WEARER BY THE CONTRACTOR OR THEIR REPRESENTATIVES. PERSONNEL CERTIFIED BY THE CONTRACTOR AND VERIFIED BY AUTHORIZED BODY ARMOR INSTRUCTORS SHALL CONDUCT PROFESSIONAL FITTING. LAW ENFORCEMENT OR CORRECTIONAL PERSONNEL SHALL BE FITTED IN STANDING AND SITTING POSITIONS WHILE WEARING

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THEIR DUTY UNIFORM AND EQUIPMENT BELT. EACH INDIVIDUAL FITTING SHALL BE CONDUCTED USING PROPER MEASURING IMPLEMENTS.

A BODY ARMOR SAMPLE MAY BE USED AS A MODEL TO ASSIST FITTING; HOWEVER IT MAY NOT BE USED FOR FINAL FITTING MEASUREMENT. ALL SIZING AND FITTINGS SHALL BE DONE AT NO EXPENSE TO THE ORDERING ENTITY. BODY ARMOR IMPROPERLY FITTED TO AN INDIVIDUAL WEARER SHALL BE REPLACED OR ADJUSTED WITHIN THIRTY (30) DAYS BY THE CONTRACTOR AT NO EXPENSE TO THE ORDERING ENTITY.

INSTRUCTIONS:

CONTRACTOR IS REQUIRED TO PROVIDE INSTRUCTIONS OR PRESENTATIONS ON THE CARE, USAGE, AND LIMITATIONS OF BODY ARMOR.

LABELING:

FOR BALLISTIC ARMOR LABELING REQUIREMENTS, PLEASE REFERENCE THE INFORMATION CONTAINED IN THE "NIJ-BODY ARMOR COMPLIANCE TESTING PROGRAM BODY ARMOR APPLICANT PACKAGE", SECTIONS 6.2 THROUGH 6.5, IN ACCORDANCE WITH THE MOST CURRENT PUBLISHED NIJ-CPT GUIDANCE. FOR STAB RESISTANT ARMOR, LABELS SHALL CONFORM WITH THE REQUIREMENTS OF SECTION 4.4.1 OF THE NIJ STANDARD 0115.00; FOR "DUAL CERTIFIED" ARMOR, LABELS SHALL INCLUDE PERTINENT INFORMATION FOR BOTH TYPES OF CERTIFIED ARMOR, LABELING REQUIREMENTS SHALL CONTINUE TO CONFORM WITH ALL CURRENT REVISIONS, UPDATES, OR ADDENDA TO THESE STANDARDS. THE TERM "STRIKE FACE" SHALL BE PROMINENTLY PRINTED ON THE BALLISTIC PANELS TO ASSIST OFFICERS WHEN RETURNING PANELS TO THEIR CARRIERS AFTER CLEANING THEM. CONTRACTOR MAY, AT ITS OPTION, INCLUDE AN ADDITIONAL CATALOG NUMBER FOR DISTRIBUTOR CONVENIENCE, PROVIDED THE NUMBER IS LOCATED SOMEPLACE EASILY FOUND YET TOTALLY SEPARATE FROM THE REQUIRED LABEL INFORMATION. THE CATALOGUE NUMBER WILL NOT REPLACE OR SUBSTITUTE FOR THE REQUIRED INFORMATION NOTED ABOVE.

LABEL MATERIAL SHALL WITHSTAND NORMAL WEAR AND CLEANING, AND REMAIN LEGIBLE THROUGHOUT THE ENTIRE WARRANTED LIFE OF THE ARMOR PRODUCT. ALL BODY ARMOR SHALL BE LABELED WITH STRICT ADHERENCE TO ANY APPLICABLE LAWS AND REGULATIONS, AND FOLLOW THE LABELING REQUIREMENTS ACCORDING TO NIJ STANDARDS AND GUIDANCE FOR BALLISTIC RESISTANCE 0101.06, AND STAB RESISTANCE 0115.00 AS UPDATED OR AMENDED. THIS SHALL INCLUDE THE FOLLOWING:

1. NAME OF MANUFACTURER AND LOCATION ARMOR WAS MANUFACTURED
2. LEVEL OF PROTECTION (MUST INCLUDE NIJ-CPL MODEL DESIGNATION NUMBER AND THREAT LEVEL). THE MODEL DESIGNATION NUMBER SHALL MATCH ALL SUBMITTED PRICING LISTS, AND ALSO MATCH ALL LETTERS OF CERTIFICATION.
3. IDENTIFY NIJ STANDARD 0101.06 OR 0115.00 (DUAL PURPOSE ARMOR SHALL INDICATE BOTH).
4. DATE OF COMPLETED MANUFACTURE, AND LOT NUMBER.
5. SIZE OF PANEL.
6. UNIQUE SERIAL NUMBER- (NOTE: CONTRACTOR AND DISTRIBUTOR/AGENT MUST HAVE THESE NUMBERS STORED IN A READILY ACCESSIBLE DATABASE RECORD AND HAVE THE ABILITY TO TRACE THESE NUMBERS IF REQUESTED).
7. BRAND NAME AND CATALOGUE NUMBER MUST ALSO BE INCLUDED; A "PROPERTY OF" SPACE FOR AGENCY/ OFFICER NAME (TO BE COMPLETED BY ORDERING ENTITY), ALSO BASIC CARE AND MAINTENANCE INSTRUCTIONS.
8. ALL BODY ARMOR MUST BE PROPERLY IDENTIFIED USING THE LABELING REQUIREMENTS NOTED TO PROVIDE INFORMATION THAT WILL HELP ORDERING ENTITIES TO EFFICIENTLY TRACK ORDERS, DEPARTMENT INVENTORY, ARMOR WARRANTY PERIODS, AND TO MAINTAIN COMPLETE RECORDS THAT SUPPORT SPECIFIC PERSONNEL THE ARMOR WAS MEASURED TO FIT.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF COLORADO ON BEHALF OF WSCA ENTITLED BALLISTIC AND STAB RESISTANT BODY ARMOR #IFB-JW-11-0002. ALL ADDENDUM, ATTACHMENTS, CONTRACTOR'S RESPONSE AND WSCA COOPERATIVE BODY ARMOR CONTRACT #CMS34411 AND STATE OF COLORADO PRICE AGREEMENT #68008YYY15P/WSCA INCORPORATED AND ATTACHED AS PART OF THIS CONTRACT COLORADO PRICE AGREEMENT #68008YYY15P MAY BE AMENDED FROM TIME TO TIME BY CONTRACTOR AND THE STATE OF COLORADO.

STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS OF THE NASPO TERMS AND CONDITIONS COOPERATIVE PROCUREMENT ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

ANY AMBIGUITY, CONFLICT OR INCONSISTENCY IN THE CONTRACT DOCUMENTS SHALL BE RESOLVED ACCORDING TO THE FOLLOWING ORDER OF PRECEDENCE:

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- (A) THIS CONTRACT #23577;
(B) THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS;
(C) THE PARTICIPATING ADDENDUM;
(D) THE STATE OF COLORADO WSCA CONTRACT #CMS34411 AND MASTER PRICE AGREEMENT #68008YYY15P/WSCA.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF 7 MONTHS TO ALIGN WSCA #CMS 34411 AND THE STATE OF COLORADO PRICE AGREEMENT #68008YYY15P/WSCA WITH OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE YEAR TERMS OR PORTIONS THEREOF.

THE INITIAL TERM OF THIS MASTER PRICE AGREEMENT SHALL BE FROM THE EFFECTIVE DATE THROUGH JULY 31, 2013. THE MASTER PRICE AGREEMENT MAY BE EXTENDED UNILATERALLY BY THE STATE BEYOND THE INITIAL TERMS FOR THREE (3) OPTIONAL RENEWAL TERMS UP TO ONE YEAR EACH. IF THE STATE EXERCISES THE OPTION, IT WILL PROVIDE WRITTEN NOTICE TO CONTRACTOR PRIOR TO THE END OF THE TERM. IF EXERCISED, THE PROVISION OF THE OPTION LETTER SHALL BECOME PART OF AND BE INCORPORATED INTO THE ORIGINAL MASTER PRICE AGREEMENT. THE TOTAL DURATION OF THIS MASTER PRICE AGREEMENT, INCLUDING THE EXERCISE OF ANY OPTIONS, SHALL NOT EXCEED FIVE YEARS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. PRICING IS BASED ON CURRENT MFR PRICE LIST FOR STATE OF COLORADO PRICE AGREEMENT NUMBER 68008YYY15P/WSCA.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. PURCHASE ORDERS WILL BE ISSUED TO THE CONTRACTOR. ORDERING ENTITY WILL PROVIDE COPY OF SIGNED PURCHASE ORDER TO CONTRACTOR'S DISTRIBUTOR AND SCHEDULE SIZING DATES AND TIMES WITH THE CONTRACTOR'S DISTRIBUTOR.

INVOICING: CONTRACTOR WILL INVOICE ORDERING ENTITIES DIRECTLY. PAYMENT FOR ALL INVOICES WILL BE MADE TO THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT BETWEEN CONTRACTOR AND THE STATE OF VERMONT. ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC

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NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

PRICING: SHALL REMAIN FIRM FOR THE FIRST 8 MONTHS OF THE INITIAL TERM OF THE MASTER PRICE AGREEMENT, AND NO CHANGES IN THE PRICE SHEET, WILL BE ACCEPTED DURING THAT TIME EXCEPT FOR APPROVED CERTIFIED ARMOR PRODUCT ADDITIONS. THEREAFTER, ONLY ONE INCREASE WILL BE ALLOWED IN ANY 12 MONTH PERIOD DURING THE REMAINDER OF THE INITIAL TERM OR DURING SUBSEQUENT OPTION YEARS. ANY SUCH PRICE INCREASE REQUEST(S) SHALL BE MADE TO THE STATE'S PRINCIPAL REPRESENTATIVE NAMED IN THIS CONTRACT IN WRITING 30 DAYS PRIOR TO THE ANTICIPATED INCREASE. INCREASES SHALL BECOME EFFECTIVE ONLY UPON APPROVAL BY STATE. DOCUMENTATION THAT DEMONSTRATES THE CAUSE OF ANY INCREASE SHALL BE SUPPLIED WITH CONTRACTOR'S REQUEST AND WILL VERIFY THAT THE REQUESTED PRICE INCREASE IS GENERAL IN SCOPE AND NOT APPLICABLE TO JUST THIS MASTER PRICE AGREEMENT. ORDERS PLACED PRIOR TO THE EFFECTIVE DATE OF ANY PRICE ADJUSTMENT WILL BE HONORED AT THE MASTER PRICE AGREEMENT PRICE PRIOR TO THE ADJUSTMENT.

BILLING/PAYMENT PROCEDURE: EACH PARTICIPATING ENTITY SHALL ESTABLISH BILLING PROCEDURES AND PAY CONTRACTOR THE MASTER PRICE AGREEMENT PRICE FOR GOODS DELIVERED, INSPECTED, AND ACCEPTED PURSUANT TO ALL THE TERMS AND CONDITIONS OF THIS MASTER PRICE AGREEMENT AS AMENDED BY SUCH PARTICIPATING ENTITIES' PARTICIPATING ADDENDUM. CONTRACTOR SHALL SUBMIT INVOICES FOR PAYMENT ON FORMS AND PROVIDE REQUESTED DOCUMENTATION IN A MANNER PRESCRIBED OR APPROVED BY THE PARTICIPATING ENTITY. PAYMENTS MADE BY THE PARTICIPATING ENTITY TO THE CONTRACTOR IN ERROR FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, OVERPAYMENTS OR IMPROPER PAYMENTS MAY, AT THE PARTICIPATING ENTITY'S SOLE DISCRETION, BE RECOVERED FROM CONTRACTOR BY DEDUCTION FROM SUBSEQUENT PAYMENTS FOR PURCHASES MADE BY THE PARTICIPATING ENTITY UNDER THIS MASTER PRICE AGREEMENT AS AMENDED BY ITS PARTICIPATING ADDENDUM OR OTHER CONTRACTS OR GRANTS BETWEEN THE PARTICIPATING ENTITY OR BY OTHER APPROPRIATE METHODS.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

CONTRACTOR CONTACT INFO:

BRUCE HAERTLEIN,
DIRECTOR OF CONTRACTS
SAFARILAND LLC
13386 INTERNATIONAL PARKWAY
JACKSONVILLE, FLORIDA 32218
E-MAIL: BRIANNA.BELL@BAESYSTEMS.COM
TELEPHONE: (904) 807-4967
EMAIL: BRUCE.HAERTLEIN@SAFARILAND.COM

CERTIFICATION:

ALL MODELS SHALL COMPLY WITH THE CURRENT NATIONAL INSTITUTE OF JUSTICE (NIJ) STANDARDS FOR BODY ARMOR. THE CURRENT STANDARDS AT THE TIME OF THIS PUBLICATION ARE THE NIJ 0101.06 BULLET-RESISTANCE BODY ARMOR AND 0115.00 STAB RESISTANCE OF BODY ARMOR. ANY CHANGES OR MODIFICATIONS TO THESE STANDARDS WILL BECOME EFFECTIVE WHEN ADOPTED AND PUBLISHED BY THE NIJ.

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CONTRACTOR SHALL DEMONSTRATE (USING AN NIJ COMPLIANCE LETTER) THAT ALL OFFERED BODY ARMOR MODELS HAVE PASSED ALL BALLISTIC OR STAB RESISTANCE TESTING PROTOCOLS IN ACCORDANCE WITH THE NIJ 0101.06 AND/OR NIJ 0115.00 BODY ARMOR CTP STANDARDS. THIS MUST INCLUDE ALL CURRENT REVISIONS, UPDATES, AND ADDENDA AS PUBLISHED.

RECALL NOTICES:

CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE STATE OF COLORADO SPO AND PARTICIPATING STATE AGENCIES USING THEIR PRICE AGREEMENTS OF RECALL NOTICES, WARRANTY REPLACEMENTS, SAFETY NOTICES, OR ANY APPLICABLE NOTICE REGARDING THE PRODUCTS BEING SOLD. CONTRACTOR MUST NOTIFY THE STATE OF ALL RECALLS, WARRANTY REPLACEMENTS, SAFETY NOTICES, ETC., IN WRITING WITHIN 30 CALENDAR DAYS. CONTRACTOR WILL NOTIFY THE STATE BY PHONE OR EMAIL IMMEDIATELY OF ANY RECALL, SAFETY NOTICE, WARRANTY REPLACEMENTS, OR ISSUES REGARDING THE SAFETY OF OFFICERS. FAILURE TO NOTIFY THE STATE MAY RESULT IN THE IMMEDIATE CANCELLATION OF THE CONTRACT.

RETURNS AND REPLACEMENTS:

DEFECTIVE AND REPLACEMENT ARMOR PRODUCTS: CONTRACTOR SHALL REPLACE ANY DEFECTIVE AND/OR INFERIOR QUALITY BODY ARMOR IMMEDIATELY UPON AN ORDERING AGENCY'S REQUEST IN ACCORDANCE WITH OFFERED WARRANTY. CONTRACTOR WILL PROVIDE A "DEFECTIVE PRODUCTS POLICY", EXPLAINING THE REQUIRED DOCUMENTATION, ANTICIPATED TIMELINE AND PROTOCOLS RELATIVE TO PRODUCT RETURNS, AND CLARIFY WHAT IS AND WHAT IS NOT COVERED UNDER CONTRACTOR'S WARRANTY. COSTS RESULTING FROM ANY DEFECTIVE BODY ARMOR RETURNS AND/OR REPLACEMENTS SHALL BE AT THE CONTRACTOR'S EXPENSE. THE REPLACEMENT BODY ARMOR SHALL BE IDENTICAL TO THE BODY ARMOR, WHICH IT REPLACES.

BODY ARMOR PANELS OR CARRIERS THAT ARE COMPROMISED DUE TO INCIDENT INVOLVEMENT SHALL BE THE RESPONSIBILITY OF THE ORDERING ENTITY TO REPLACE. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF BODY ARMOR PRODUCTS CONSISTENT WITH THE TERMS OF THEIR OFFERED WARRANTIES.

DECLARED WARRANTY PERIODS SHALL BEGIN WHEN ARMOR IS ISSUED.

BODY ARMOR RECYCLING AND DISPOSAL:

CONTRACTOR SHALL PROVIDE AN OVERVIEW OF THEIR ESTABLISHED RECYCLING AND/OR DISPOSAL PROGRAM, AND TO PROVIDE WRITTEN INSTRUCTIONS ON HOW TO USE THEIR PROGRAM TO ALL PARTICIPATING STATE USERS OF THE PRICE AGREEMENT(S).

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____